

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Uniloy Group, Inc.		02/15/2022	Corporation: DELAWARE
Uniloy Century, LLC		02/15/2022	Limited Liability Company: DELAWARE
Uniloy Real Estate, LLC		02/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ironwood Mezzanine Fund IV LP		
<b>Street Address:</b>	45 Nod Road, Suite 2		
<b>City:</b>	Avon		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06001-3819		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3967865	UNILOY	
<b>Registration Number:</b>	3511550	UNILOY	
<b>Serial Number:</b>	88875150	UNI-VIEW	
<b>Serial Number:</b>	88959640	UNI-VIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259172		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	16172390567		
<b>Email:</b>	carla.hines@lockelord.com		
<b>Correspondent Name:</b>	Carla A. Hines		
<b>Address Line 1:</b>	LOCKE LORD LLP		
<b>Address Line 2:</b>	111 Huntington Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	1568615.00012		
<b>NAME OF SUBMITTER:</b>	Carla A. Hines		

CH \$115.00 3967865

<b>SIGNATURE:</b>	/s/ Carla A. Hines
<b>DATE SIGNED:</b>	02/15/2022
<b>Total Attachments: 17</b> source=cibcuniloyipsecag#page1.tif source=cibcuniloyipsecag#page2.tif source=cibcuniloyipsecag#page3.tif source=cibcuniloyipsecag#page4.tif source=cibcuniloyipsecag#page5.tif source=cibcuniloyipsecag#page6.tif source=cibcuniloyipsecag#page7.tif source=cibcuniloyipsecag#page8.tif source=cibcuniloyipsecag#page9.tif source=cibcuniloyipsecag#page10.tif source=cibcuniloyipsecag#page11.tif source=cibcuniloyipsecag#page12.tif source=cibcuniloyipsecag#page13.tif source=cibcuniloyipsecag#page14.tif source=cibcuniloyipsecag#page15.tif source=cibcuniloyipsecag#page16.tif source=cibcuniloyipsecag#page17.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PAYMENT AND PRIORITY OF THE OBLIGATIONS GOVERNED, EVIDENCED OR SECURED HEREBY, AND ANY LIEN AND SECURITY INTEREST HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE OBLIGEE HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JULY 1, 2019 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG UNILOY, INC. AS BORROWER, SUCH OTHER PERSONS WHO ARE OR MAY BECOME GRANTORS THEREUNDER, THE HUNTINGTON NATIONAL BANK, AS SENIOR LENDER, IRONWOOD MEZZANINE FUND IV LP, IRONWOOD MEZZANINE FUND IV-A LP, AND IRONWOOD MEZZANINE FUND IV-B LP, AS SUBORDINATE LENDERS, IRONWOOD MEZZANINE FUND IV LP, AS SUBORDINATE AGENT, AND THE HUNTINGTON NATIONAL BANK, AS CONTROL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

**AMENDED AND RESTATED SENIOR SUBORDINATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SENIOR SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”), dated as of February 15, 2022, is made by UNILOY, INC., a Delaware corporation (“Borrower”), UNILOY GROUP, INC., a Delaware corporation (“Holdings”), UNILOY CENTURY, LLC, a Delaware limited liability company (“Uniloy Century”), and UNILOY REAL ESTATE, LLC, a Delaware limited liability company (“Uniloy Real Estate”), and together with Borrower, Holdings, and Uniloy Century, each a “Debtor” and collectively the “Debtors”) in favor of IRONWOOD MEZZANINE FUND IV LP, a Delaware limited partnership (“Ironwood IV”), in its capacity as Collateral Agent (as defined below) for the Purchasers (as defined below) (the “Secured Party”).

**RECITALS**

A. Debtors, the purchasers party thereto from time to time (collectively, the “Purchasers” and each, a “Purchaser”), the other parties party thereto from time to time and Ironwood IV, as collateral agent for the Purchasers (in such capacity, the “Collateral Agent”) are parties a Senior Subordinated Note Purchase Agreement dated July 1, 2019 (as amended, restated, amended and restated, supplemented, or modified from time to time, the “Note Purchase Agreement”). Capitalized terms used and not defined in this Security Agreement, except as expressly noted otherwise, have the meanings given to those terms in the Note Purchase Agreement.

B. Borrower, Holdings and Ironwood Mezzanine Fund IV LP, as Collateral Agent, are party to that certain Senior Subordinated Intellectual Property Security Agreement dated as of July 1, 2019 (the “Existing Security Agreement”).

C. Under the terms of the Note Purchase Agreement and the other Loan Documents, the Debtors are required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

D. The Debtors and the Collateral Agent wish to amend and restate the Existing Security Agreement as set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Existing Security Agreement is amended and restated in its entirety as follows:

1. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Debtors or any other Loan Party to Secured Party and Purchasers, including, without limitation, all of the Secured Obligations (collectively, the "Obligations"), the Debtors hereby grant, assign and transfer to the Secured Party a second priority perfected security interest and lien with power of sale in and to any and all of each Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 1(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 1(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Debtor and any other party, whether any Debtor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and any Debtor's rights thereunder are referred to collectively as the "Licenses");

(iv) the goodwill of any Debtor's business connected with and symbolized by the Trademarks;

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto

throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 1(v), are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “Trade Secrets”).

Notwithstanding anything to the contrary contained herein, the term “Intellectual Property” shall not include any Excluded Property.

2. Representations and Warranties. Debtors hereby represent and warrant to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the best of each Debtor’s knowledge, and except as would not, individually or in the aggregate, have a Material Adverse Effect, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and all such Intellectual Property is presently subsisting.

(ii) Except as would not, individually or in the aggregate, have a Material Adverse Effect, each item of Intellectual Property material to any Debtor’s business is valid and enforceable, and each Debtor has adopted reasonable precautions to protect its Trade Secrets from unauthorized or accidental disclosure.

(iii) Except as would not, individually or in the aggregate, have a Material Adverse Effect, and except for those patents and applications annotated on Exhibit A as jointly owned by Borrower and Consolidated Container Co., LP, Debtors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property (except for any Intellectual Property licensed or leased by the Debtors), free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by any Debtor not to sue third persons, except for any applicable Permitted Liens. With respect to those patents and applications annotated on Exhibit A as jointly owned by Borrower and Consolidated Container Co., LP (the “Specified Intellectual Property”), (x) Borrower has the sole right to encumber its undivided joint ownership interest in the Specified Intellectual Property, (y) Borrower can grant, assign and transfer to the Secured Party a security interest and lien with power of sale in and to its undivided joint ownership interest in the Specified Intellectual Property without any further consent, authorization, or approval from Consolidated Container Co., LP., and (z) loss of Borrower’s ability to exercise its undivided joint ownership interest in the Specified Intellectual Property as a result of Consolidated Container Co., LP’s undivided joint ownership interest in the Specified Intellectual Property will not, individually or in the aggregate, have a Material Adverse Effect on the business of any Debtor.

(iv) Except as would not, individually or in the aggregate, have a Material Adverse Effect, Debtors have adopted, used and are currently using all of the Trademarks, which are material to any of their businesses and to the best of each Debtor’s knowledge, each Debtor’s use thereof does not infringe the intellectual property rights of any person or entity.

(v) Each Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of each Debtor, and this Security Agreement is a legally valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally.

(vi) To the best of each Debtor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks.

(vii) To the best of each Debtor's knowledge, the Licenses, complete copies of which have been provided to Secured Party, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To each Debtor's best knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

(viii) To the best of each Debtor's knowledge, except as would not, individually or in the aggregate, have a Material Adverse Effect, none of the Intellectual Property infringes upon the rights or property of any other Person or is currently being challenged in any way, and there are no pending or, to the knowledge of any Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

3. Restrictions on Future Agreements. Subject to the terms of the Note Purchase Agreement, each Debtor agrees that until all Obligations are satisfied and indefeasibly paid in full, no Debtor may, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and each Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

4. New Intellectual Property. Each Debtor hereby represents and warrants to Secured Party that, as of the date hereof, the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned (solely or jointly) by any Debtor and material to any Debtor's business. If, before all Obligations are satisfied in full, any Debtor (i) becomes aware of any existing Intellectual Property of which any Debtor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Debtor must give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtors' sole cost and expense). Subject to the terms of the Note Purchase Agreement and upon Secured Party's reasonable request, each Debtor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

5. Royalties; Terms; Rights Upon Event of Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder or (ii) the indefeasible payment in full of all Obligations. Each Debtor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of any Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to any Debtor. Upon the occurrence and during the continuance of any Event of Default, each Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of such Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of such Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of such Debtor's entire interest therein and in the goodwill of such Debtor's business connected therewith and symbolized thereby.

6. Effect on Note Purchase Agreement and Other Loan Documents. Each Debtor acknowledges and agrees that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Note Purchase Agreement and the other Loan Documents. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, the Note Purchase Agreement, and the other Loan Documents, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC.

7. Secured Party's Right to Inspect; Trademark Quality Control. Each Debtor agrees (i) to exercise commercially reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of any Debtor certifying, on behalf of such Debtor, such Debtor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Debtor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Secured Party agrees to treat any non-public information regarding any Patent, Trademark or License as confidential in accordance with Section 10.21 of the Note Purchase Agreement. This obligation shall survive the termination of this Security Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

8. Release of Security Agreement. Upon the payment and performance in full of the Obligations, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtors, at Debtors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

9. Expenses; Indemnification. Section 10.5 of the Note Purchase Agreement is hereby incorporated herein by reference as if fully stated herein and shall apply to this Agreement *mutatis mutandi*.

10. Duties of Each Debtor. Each Debtor shall have the duty to the extent commercially reasonable and in each Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of any Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Debtor's obligations under this Section shall be borne by Debtors. Subject to the terms of the Note Purchase Agreement, no Debtor may knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property.

11. Secured Party's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement.

12. Waivers. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Note Purchase Agreement or any other Loan Document operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability only affects such clause or provision, or part thereof, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Note Purchase Agreement, the other Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as each Debtor's true and lawful attorney-in-fact, with power to (i) endorse each Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full.



16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party and Purchasers, their successors, nominees and permitted assigns; provided, however, no Debtor may assign this Security Agreement or any of such Debtor's obligations hereunder without the prior written consent of Secured Party.

17. Governing Law; Venue; Jury Trial. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. The Debtors agree that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of New York, or in any court of the United States of America sitting in New York, and the Debtors hereby submit to and accept generally and unconditionally the exclusive jurisdiction of those courts with respect to their person and property, and irrevocably appoint any Responsible Officer of the Borrower, at the Borrower's address set forth in the Note Purchase Agreement, as their agent for service of process and irrevocably consent to the service of process in connection with any such action or proceeding by personal delivery to such agent or to the Borrower or by the mailing thereof by registered or certified mail, postage prepaid to the Borrower at its address set forth in the Note Purchase Agreement. Nothing in this paragraph shall affect the right of the Secured Party to serve process in any other manner permitted by law or limit the right of the Secured Party to bring any such action or proceeding against the Debtors or their property in the courts of any other jurisdiction. The Debtors hereby irrevocably waive any objection to the laying of venue of any such suit or proceeding in the above described courts. Section 10.15 of the Note Purchase Agreement is hereby incorporated herein by reference as if fully stated herein and shall apply to this Agreement *mutatis mutandi*.

18. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

19. Further Assurances. Subject to the terms of the Note Purchase Agreement, each Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Debtor acknowledges that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

20. Bail-In; Intercreditor Agreement. Sections 10.18 and 10.22 of the Note Purchase Agreement are hereby incorporated herein by reference as if fully stated herein and shall apply to this Agreement *mutatis mutandi*.

21. Amendment and Restatement. The parties hereto acknowledge and agree that on the date hereof the Existing Security Agreement shall be amended and restated in its entirety hereby, and all grants of security interests under the Existing Security Agreement continue under this Security Agreement with the same priority as originally granted under the Existing Security Agreement. This Security Agreement does not constitute a novation or termination of any Debtor's obligations under the Existing Security Agreement as in effect prior to the date hereof and such obligations are in all respects continuing with only the terms thereof being modified as provided herein. This Security Agreement is a Loan Document.


Any reference to the Existing Security Agreement in any other Loan Document is to be treated as a reference to this Security Agreement.

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IN WITNESS WHEREOF, Debtors have duly executed this Amended and Restated Senior Subordinated Intellectual Property Security Agreement in favor of Secured Party as of the date first written above.

**DEBTORS:**

**UNILOY, INC.**

By: 

Name: Brian Marston

Title: Chief Executive Officer

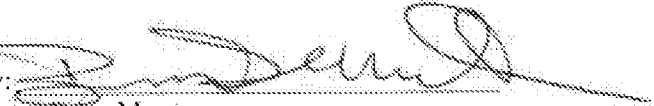
**UNILOY GROUP, INC.**

By: 

Name: Brian Marston

Title: Chief Executive Officer

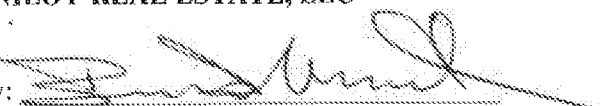
**UNILOY CENTURY, LLC**

By: 

Name: Brian Marston

Title: Chief Executive Officer

**UNILOY REAL ESTATE, LLC**

By: 

Name: Brian Marston

Title: Chief Executive Officer

Agreed and accepted as of  
the date first written above

**SECURED PARTY:**

**IRONWOOD MEZZANINE FUND IV LP,**  
as Collateral Agent

By: Ironwood Mezzanine Management IV LLC,  
its General Partner

By: 

Name: Alex Levental

Title: Managing Director

[Signature Page to Amended and Restated Senior Subordinated Intellectual Property Security Agreement (Uniloy)]

**TRADEMARK**  
**REEL: 007634 FRAME: 0774**

EXHIBIT A

PATENTS

**A. Issued Patents**

<b>U.S. Patent Number/ Application Number</b>	<b>Patent Holder</b>	<b>Patent Title</b>	<b>Expiration Date</b>
9688012	Uniloy, Inc.	BLOW MOLD ASSEMBLY	October 5, 2035
10052810B2	Uniloy, Inc.	BLOW MOLD ASSEMBLY	June 23, 2037
7270529	Uniloy, Inc.	APPARATUS FOR BLOW MOLDING	September 22, 2025
7713055	Uniloy, Inc.	CONTAINER AND BLOW MOLD ASSEMBLY	March 11, 2029
D739248S	Uniloy, Inc.	DESIGN FOR CONTAINER	September 8, 2034
D749422S	Uniloy, Inc.	LIGHTWEIGHT DAIRY CONTAINER	April 2, 2035
7014446	Uniloy, Inc.	QUICK RELEASE VOLUME CONTROL INSERTS FOR MOLDING MACHINE	March 20, 2024
7132076	Uniloy, Inc.	METHOD AND APPARATUS FOR BLOW MOLDING	July 2, 2024
7338272	Uniloy, Inc.	APPARATUS FOR BLOW MOLDING	September 11, 2026
7744365	Uniloy, Inc.	METHOD AND APPARATUS FOR BLOW MOLDING ASEPTIC CONTAINERS	December 7, 2027
7819649	Uniloy, Inc.	APPARATUS FOR BLOW MOLDING	July 1, 2029
8721941	Uniloy, Inc.	ASSEMBLY AND METHOD FOR ELECTROMECHANICAL DRIVE	November 14, 2030
D738733S	Uniloy, Inc.	DESIGN FOR CONTAINER	July 14, 2034

<b>U.S. Patent Number/ Application Number</b>	<b>Patent Holder</b>	<b>Patent Title</b>	<b>Expiration Date</b>
7150624	Uniloy, Inc.	ASEPTIC SEALING BLADE	May 24, 2020
6360414	Uniloy, Inc.	ROTARY DEFLASHING APPARATUS	May 24, 2020
D823,691	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	June 28, 2036
D823.690	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	June 28, 2036
9981768	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container And Method Of Manufacturing The Same	September 2, 2036
D800567	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	January 21, 2036
D942866	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	April 2, 2030
D886621	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	July 24, 2033
D886622	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	June 9, 2035
10549879	Jointly Owned	Container And Method Of Manufacturing	September 2, 2036

	by Uniloy, Inc. and Consolidated Container Co., LP	The Same	
10384824	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container And Method Of Manufacturing The Same	December 21, 2037
10737823	Jointly Owned by Milacron LLC and Altium Packaging LLP	Container And Method Of Manufacturing The Same	December 21, 2037
D891930	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Dura-Lite Skinny Industrial Round Gallon (Design) – Base Portion Only	August 4, 2035
D892625	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Dura-Lite Skinny Industrial Round Gallon (Design – Handle and Base Portion	August 11, 2035
D874940	Jointly Owned by Milacron LLC and Consolidated Container Company LP	Container	February 11, 2035
D895425	Jointly Owned by Milacron LLC and Altium Packaging LLP	Dura-Lite Industrial Round Gallon	September 8, 2035
7618571	Uniloy, Inc.	Apparatus and Method for Blow Molding	May 17, 2026
D874939	Uniloy, Inc.	Container	February 11, 2035
10940634	Uniloy, Inc.	Blow Molding Apparatus and System	October 7, 2039
D911851	Uniloy, Inc.	Container	March 2, 2036
D904196	Uniloy, Inc.	Container	December 8, 2035

**B. Patent Applications**

<b>U.S. Patent Number/A pplication Number</b>	<b>Patent Holder</b>	<b>Patent Title</b>	<b>Expiration Date</b>
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29/552398	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	CONTAINER	N/A
62/741844	Uniloy, Inc.	Blow Molding Apparatus and System	N/A
29/681,894	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	N/A
29/707436	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	N/A
29/707435	Jointly Owned by Uniloy, Inc. and Consolidated Container Co., LP	Container	N/A
17/401701	Uniloy, Inc.	Blow Molding Apparatus and System	N/A
63/246075	Uniloy, Inc.	All Electric Reciprocating Injection Unit	N/A
63/248043	Uniloy, Inc.	Container	N/A
63/246080	Uniloy, Inc.	Quick Change Conveyor Bucket System	N/A
63/246081	Uniloy, Inc.	Quick-Change Trim Tool	N/A



63/285524	Uniloy, Inc.	Double Eccentric Clamp for Injection Molding Machines	N/A
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EXHIBIT B

TRADEMARKS

Trademarks and Service Marks

<b>Title</b>	<b>Trademark Holder</b>	<b>Application / Registration Date</b>	<b>Registration Number</b>
UNILOY AND DESIGN	Uniloy, Inc.	May 24, 2011	3967865
UNILOY	Uniloy, Inc.	October 7, 2008	3511550
UNI-VIEW	Uniloy, Inc.	April 16, 2020	88/875150
UNI-VIEW (AND DESIGN)	Uniloy, Inc.	June 11, 2020	88/959640

EXHIBIT C  
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None.